

97. It was clear Justice Kornreich was speaking on behalf of Jeffrey Katz and his company Sherwood Equities, answering for him and finishing his attorney's sentences to make sure he said nothing that could incriminate his client.

**E. Despite all of the Court's Admission and Defense Attorneys' Admissions, Justice Kornreich Tried Adopting Sherwood Equities' Disingenuous Collateral Estoppel Argument**

BRADY: If you examine the whole communication, there's --

THE COURT: You may well be right that --

BRADY: I am right.

THE COURT: -- it was the sponsor who put this in, it was the sponsor who owned the penthouse and roof. Perhaps that was his intent. However, I can't rule that way because the Supreme Court already ruled and the Appellate Division already ruled that you do not own those air rights. (Tr. p. 54:11-20).

MR. BRADY: You keep saying that, Your Honor. I don't know why. It's not the issue. I'm wondering why you keep saying ownership is the issue. I have utilization to the extent permitted under our law. Please stop saying ownership is the issue. It's not and it never was. Okay? Here's -- all of this, all of this that you're seeing before you, Your Honor, is Plan B. If I can --

THE COURT: Well, the Appellate Division says that you have no ownership of or veto power over the building's development rights or air rights.

MR. BRADY: You're right. Your Honor. It said -- the paragraph gives no express veto power or whatever. And you know it wouldn't have to. It must be implied. Otherwise every single sentence in an offering plan would be, "And that right cannot be taken away without a waiver." You know that. It must be implied. (Tr. p. 55:22 -- 56:13).

THE COURT: It was reached. What wasn't reached is what are your rights. (p.55).

THE COURT: - is an acknowledgment by all the courts that you have certain rights under paragraph 7. The question left open is what are those rights. (p. 69:19).

BRADY: Okay. What are my rights? Please define them. What are my rights? they said I have a right to build structures as long as zoning said so. All of these attorneys said it. You can ignore that, pretend they didn't make those acknowledgments?

THE COURT: They did make those acknowledgments. (Tr. p. 70:20-25).

BRADY: You can't build without air rights, Your Honor. (Tr. p. 71:7).

**F. After the Hearing, I Notified Defendants and Demanded They Watch the Case**

98. After the hearing, I notified Defendants again telling them what happened at the hearing and that I would not go through this level of judicial corruption again. I again told Defendants to keep an eye on this case and on Justice Kornreich's conduct. All research I conducted revealed Justice Kornreich was completely corrupt, and her behavior at oral arguments proved this was correct. Thus, Defendants were made aware of Justice Kornreich's corruption even before she issued her decision.

99. I also renewed my demand that Defendants ask Justice Friedman and the four Appellate Division Justices by what legal reasoning or authority the judges felt entitled to rewrite an unambiguous Offering Plan voiding the rights under the contract.

100. The Commission on Judicial Conduct's reply was the usual: "Upon careful consideration, the Commission has concluded that there was insufficient indication of judicial misconduct to justify judicial discipline."

**IV. On July 15, 2014, Justice Kornreich made a Clearly Corrupt Decision with the Likelihood of Bribery**

101. On July 15, 2014, Justice Kornreich issued a Decision which was a complete departure from her admissions, and the admissions made by defense attorneys, at the March 18, 2014 Oral Arguments. For example, in the July 15, 2014 decision, Justice Kornreich stated the following:

"It is clear from the papers and the transaction's history that Brady acted in bad faith in bringing the instant cases." (Tr. page 21).

“His misinterpretation of prior judgment, his feigned ignorance of the origin or the meaning of the phrase “transferable development rights,” and his argument that a decision, which he appealed to no avail, is not binding are but a few examples of the frivolous arguments made in the instant actions.” (Tr. page 21).

“In short, Brady has dragged more than twenty parties into court to litigate matters that have already been determined and claims that lack any substance.” (Tr. page 22).

“The trial court and the appellate court courts in the Prior Action have denied him such control. Undeterred, he has ignored these courts’ rulings and brought these meritless actions, abusing the judicial process.” (Tr. page 23).

“This is a near perfect example of frivolous conduct that warrants defendants request for the imposition of sanctions.” (Tr. page 23).

**A. Justice Kornreich Needed to Falsify the Prior Decisions in Order to Rule Against Me and Break Me with Enormous, Unjust Sanctions**

102. In her July 15, 2014 decision, Justice Kornreich took out the entire grant of rights she repeatedly affirmed I had at the March 18, 2014 Oral Arguments. The court pieced together a new rewriting of the contract to void the rights conveyed in it. The Court states on page 14 of the July 15, 2014 decision that:

Again, the ZLDEA’s conveyance of air rights cannot serve as the basis for a claim that Brady’s right to build has been violated. It has already been adjudged that while the owners of the unit *may* have the right to erect additional structures on the roof, that right does not entitle them to use any floor area in doing so (Prior Action, decision and order, Mar 13, 2009 at \*2 & \*4-\*5 [“Nothing herein shall be construed as holding that plaintiffs have the right to use all or any part of the TDRs in connection with such construction or extension”] *Brady v 450 W. 31st St. Owner’s Corp.*, 70 AD3d 469, 470 [1st Dept 2010] [holding that the offering plan “reserves for plaintiffs the right... to construct or extend structures on the roof that may be built without the use of the building’s development rights.”])

103. In the above paragraph, the court falsified what was said in the March 13, 2009 Decision and First Department 2010 Decision. The Court deliberately changed the wording of the rights that were adjudged that I had in the March 13, 2009 Decision.

104. The Court took out the entire grant of rights that were given to my Unit and replaced it with her own words:

*"It has already been adjudged that while the owners of the unit "may" have the right to erect additional structures on the roof, that right does not entitle them to use any floor area in doing so."*

105. Justice Kornreich has no hesitation removing the 37 words from the Appellate Division February 11, 2010 decision that defined my rights, and did so despite knowing I had asked Defendants to watch her. Kornreich had no hesitation being unjust because she knew her corruption would go unpunished by Defendants. In the July 15, 2014 decision, Justice Kornreich wrote:

It has already been adjudged that while the owners of the unit may have the right to erect additional structures on the roof, that right does not entitle them to use any floor area in doing so (Prior Action, decision and order, Mar 13, 2009 at \*2 & \*4-\*5 ["Nothing herein shall be construed as holding that plaintiffs have the right to use all or any part of the TDRs in connection with such construction or extension"] *Brady v 450 W. 31st St. Owner's Corp.*, 70 AD3d 469, 470 [1st Dept 2010] [holding that the offering plan reserves for plaintiffs the right... to construct or extend structures on the roof that may be built without the use of the building's development rights."].

106. Justice Kornreich took the two previously added judicial constructions that arbitrarily limit the plain meaning and rights of the contract and pieced them together to leave no rights under the contract.

107. In the contract and affirmed decision, the Appellate Division stated that "Plaintiffs have, in addition to the utilization of the roof, the right to construct or extend structures on the roof or above the same to the extent that may from time to time be permitted under applicable law." Justice Kornreich, however, took out this entire grant of rights when she cobbled together the language above to leave me with absolutely nothing under the contract.

**B. Justice Kornreich's Corrupt Strategy was to Destroy me Financially and Emotionally Through Enormous Sanctions, and that She Hoped would Leave Too Weak to Litigate Further**

108. Not only did Justice Kornreich blatantly rewrite my contract and the February 11, 2010 decision, but she further imposed sanctions and attorneys' fees of just under \$400,000 with the clear intent to try to destroy me. There is something very deranged and twisted about Justice Kornreich's behavior – yet Defendants still do not admit to seeing anything wrong. The Co-op and its attorneys put me through seven years of emotional and financial hell, yet Justice Kornreich literally gave them case law in her decision instructing them how to seize my apartment as a troublesome tenant-shareholder. Justice Kornreich should be in jail for what she did, yet Defendants see nothing wrong because they are as corrupt as she is.

109. Generally, a *pro se* litigant is indigent, or at least not wealthy enough to hire a law firm. After years of unnecessarily spending hundreds of thousands of lawyers and having every word they said discarded and ignored by the judges, I no longer had any funds to hire lawyers. Knowing I represented myself before six major law firms, Justice Kornreich nevertheless imposed sanctions and attorneys' fees in a depraved act of retribution and corruption.

110. Sanctions are only to be imposed as punishment for frivolous conduct. Under New York law, conduct is frivolous if “(1) it is completely without merit in law and cannot be supported by a reasonable argument for an extension, modification or reversal of existing law; (2) it is undertaken primarily to delay or prolong the resolution of the litigation, or to harass or maliciously injure another; or (3) it asserts material factual statements that are false.”

22 N.Y.C.R.R. § 130-1.1.

111. It is obvious on its face that my complaint was not frivolous and that sanctions are wholly unwarranted. Justice Kornreich's admissions at the March 14, 2014 hearing prove that.

Further, statements made in the July 15, 2014 decision itself betray her characterization of my claims as frivolous. For example:

“Brady correctly notes” that the issue of whether the sale to Extell violated his rights was never reached, and that the issue of whether the sale of the air rights by 450 Owners Corp. to Sherwood violated Brady’s rights could not have been reached in the prior actions.”

“Strictly speaking, Brady is correct that the question of whether such an easement interferes with his right to build structures on the roof otherwise permitted by applicable law has never been determined and so is not barred.”

112. I went from being offered \$2.5 million to waive my rights to being sentenced to paying over \$400,000 in legal fees after I refused to waive my rights for free. This is what resulted from seven years of fighting for my rights in the New York State Court System, and having to put up with the corrupt Defendants listed in this complaint who repeatedly insist on seeing nothing wrong. At the very least Governor Andrew Cuomo and Attorney General Eric Schneiderman were grossly negligent, and certainly the Commission and Manhattan District Attorney were intentionally corruption.

**C. Further Evidence that Justice Kornreich was Certainly Corrupt and Most Likely Bribed is Her Claims and Admissions at the September 10, 2014 Hearing**

113. A review of the transcript of the September 10, 2014 hearing, held to consider my motion to stay sanctions and reverse the July 15, 2014 decision, proves that this radical change on the part of Justice Kornreich from the March 18, 2014 hearing to the July 15, 2014 decision could only be maintained by falsifying the prior decisions and taking out the whole grant of rights she and defense counsel repeatedly acknowledged I have at the March 18, 2014 hearing.

114. The four month window of time between the hearing and decision was spent scheming on how Justice Kornreich would void all of the admissions from the March 18, 2014



hearing and hand down a decision that would destroy me. This is evidence that Justice Kornreich had some financial or otherwise corrupt reason for delaying her decision.

115. *If what Justice Kornreich said in the July 15, 2014 decision was her true understanding of the prior decisions and contract, she would have said so at the March 18, 2014 hearing. If everything was so cut and dry and obvious, if my suit was frivolous and meritless, she would have said so at the March 18, 2014 hearing.*

116. At the September 10, 2014 hearing, Justice Kornreich stated:

So, I have read your papers, and let me say that I stand by my decision. I think my decision is legally required. The same request, the same legal request, really, was made in another action in front of another judge, and I am bound by that decision.

I am not going to stay enforcement of sanctions. I believe, I really believe that bringing the action over and over and over again both wastes the court's time, counsel's time, and your time, and it is frivolous. Therefore, I am not going to stay enforcement of any of the sanctions. I stand by them...

So, I don't believe that there is any reason for me to recuse myself. I don't believe that any decision I made previously was tainted in any way. I believe this case is over at this point, so I am denying your application –

117. All of the above claims are certainly corrupt and each of them is false. It is the Justices of this State, with the help of the named Defendants, that have not only wasted my time in making me bring my action over and over and over again without anyone admitting that my contract means what it says on its face, and have cost me and my family extreme mental and financial anguish. No alternative meaning to the contract exists, and none have been provided, which is why the contract was repeatedly rewritten with Defendants' consent and cooperation.

118. On September 10, 2014, Justice Kornreich did not deny she was being corrupt in her July 15, 2014 decision. I confronted the Court on how she wrote a new contract by putting the two judicially-added limitations that were unlawfully added in the prior decision to leave me with no rights whatsoever. Only through interjection could I be heard on the record:

The Court: So, I don't believe that there is any reason for me to recuse myself. I don't believe that any decision I made previously was tainted in any way. I believe this case is over at this point, so I am denying your application –

Brady: It figures.

The Court: - for your order to show cause.

Brady: That figures, your Honor.

The Court: Pardon?

Brady: I said that figures. Of course you would do that. So why don't we address the fact that it's undisputed that you falsified the prior decisions.

The Court: That I falsified?

Brady: You falsified the prior decisions.

The Court: Sir, at this point I would admonish you.

Brady: I'd like it to be on the record, you took out the part, your Honor, that said that "pursuant to paragraph 7, plaintiff has, in addition to the utilization of the roof, the right to construct or extend structures on the roof or above the roof to the extent that may from time to time be permitted under applicable law." This Court took that out of its decision to square it against me.

The Court: Sir, you can say whatever you wish to say at this point. You've said it. At this point the record is closed. Your application is denied. Please step back.

Brady: Thank you, your Honor. More evidence.

**V. The Appellate Division Remained Corrupt and Retaliatory in their January 22, 2015 Decision**

119. On September 19, 2014, I filed an emergency application with the Appellate Division, First Department seeking to reverse the July 15, 2014 decision, and to stay the sanctions. My supporting documents included:

- Showing that Justice Kornreich falsified the Appellate Division's prior February 11, 2010 decision by taking out the entire part of the decision that stated "that plaintiffs



have the right to construct or extend structures upon the roof or above the same to the extent that may from time to time be permitted under applicable law.”

- I provided the court the September 10, 2014 transcript showing that Justice Kornreich did not deny that she took out the entire grant of rights from the Appellate Division’s February 11, 2010 decision.
- I pointed out to the court that it was precisely these rights that the Appellate Division ruled I had were shifted to Sherwood Equities so they could build a larger structure on their parcel of land, which was a textbook example of tortious interference with contract.
- I pointed out to the court that contrary to what Justice Kornreich had stated, this was the first time I went to court to seek enforcement of the decision and seek damages for the violation of my rights.
- I pointed out to the court that they had a duty to overturn the sanctions, which were a gross act of vicious corruption on the part of Justice Kornreich. Sanctions, as explained above, are imposed as punishment for frivolous conduct or for entirely meritless cases.

120. The relief I sought was on an emergency basis. It should have taken the Appellate Division a few minutes to see a clear violation of my rights and a violation of their February 10, 2010 decision. The court’s normal turnaround time is five weeks. In my case, the court took four months to hand down a one-word decision – “Denied.”

121. The point of the one-word decision was to destroy me. Something very corrupt clearly happened between the submission of the motion and the decision. The court took that long because they wanted to make sure that the Defendants would remain corrupt and continue

to refuse to make the Justices explain their actions. Certainly they spoke to Justice Acosta, their peer at the Appellate Division, First Department, and of the Commission on Judicial Conduct, to ensure the Commission would do nothing. And certainly Justice Dianne Renwick spoke to her husband, Bronx DA Robert Johnson, to ensure the Manhattan District Attorney and the State Attorney General would continue to ignore my case. And that is exactly what happened: on March 24, 2015, the Commission replied to my complaint: “Upon careful consideration, the Commission has concluded that there was insufficient indication of judicial misconduct to justify judicial discipline.” The Manhattan DA and the State Attorney General did not acknowledge receiving my complaint, which was sent by certified mail.

**A. Justice Dianne Renwick’s Corruption**

122. As Defendants know, the Presiding Judge on that motion was someone I had been pushing to have removed and prosecuted for years: Justice Dianne Renwick.

123. Justice Renwick was one of the judges who unlawfully rewrote the description of my unit in and defraud me of millions of dollars worth of air rights through the February 11, 2010 decision. Justice Renwick is married to Bronx District Attorney Robert Johnson. Robert Johnson sat on the Moreland Commission, one of the agencies that I had complained to about Justice Renwick. Johnson was clearly humiliated after I exposed his wife’s corruption to the Moreland Commission and had every incentive to retaliate by ensuring the Manhattan District Attorney ignored my complaint. Justice Renwick clearly had a duty to recuse herself – yet she assigned herself as “Presiding Judge” on my motion.

124. Renwick is completely corrupt and had no business hearing my appeal, much less presiding over it. The four months the Appellate Division took to hand down a one-word